



U.S. MARSHALS SERVICE



NOTICE OF U.S. DISTRICT COURT-ORDERED SALE OF ALLIANCE, OHIO AREA COMMERCIAL PROPERTY

- p** Real property known and numbered as 78 South Webb Avenue,
City of Alliance, County of Stark, State of Ohio 44601
- p** All Fixtures, Improvements, and Appurtenances, thereof.

For terms and conditions of sale, and further information, please contact:

U.S. Marshals Service
Asset Forfeiture Unit
460 Joseph P. Kinneary U.S. Courthouse
85 Marconi Boulevard
Columbus, Ohio 43215
Attention: Deputy U.S. Marshal Jason R. Wojdylo
(614) 469-2929, extension 248

SEALED BID PACKAGE:

- p** Property Legal Description
- p** Terms and Conditions of Sale (5 pages)
- p** Sample of Bid Offer Letter
- p** Copy of *Order of Forfeiture*

p Real property known and numbered as:

78 South Webb Avenue, City of Alliance, County of Stark, State of Ohio

PARCEL NO. 1: Situated in the City of Alliance, County of Stark, and State of Ohio:
And known as being forty (40) feet off the South end of Lots Numbers Three Hundred Four (304), Three Hundred Five (305), and Three Hundred Six (306) as the same are marked, numbered and distinguished on the recorded plat on file in the Recorder's Office at Canton, Ohio.

PARCEL NO. 2: Situated in the City of Alliance, County of Stark, and State of Ohio:
And known as and being 40 feet off the South end of Lot # 307, as the same is numbered and distinguished on the recorded plat on file in the Recorder's Office at Canton, Ohio.

Parcel No. 01-13730.

p All Fixtures, Improvements, and Appurtenances thereof

Personal property contents are items used in connection with the establishment and include, but are not limited to, certain appliances, bar stools, tables, chairs, etc. Certain personal property items belong to the American Legion Post 791, as lessees, while some of the personal property items shall be sold with the real property. For a complete inspection of the personal property contents, interested parties are encouraged to attend the public inspection of the real property.

Terms and Conditions of Sale

Page 1 of 5

1. Pursuant to an *Order of Forfeiture* in Case No. 5:01CV2015, United States District Court for the Northern District of Ohio, Eastern Division, the real property known as 78 South Webb Avenue, City of Alliance, County of Stark, State of Ohio 44601, as described in the attached legal description, shall be sold collectively along with all fixtures, improvements, and appurtenances thereof. Any permanent structure within the boundaries of said parcel at the time of the public inspection shall be included in the sale.
2. Announcement of the unsolicited bid process will be published in newspapers of general circulation, that is, *The Alliance Review*, on the following dates: Wednesday, July 30, 2003, Thursday, August 7, 2003, and Saturday, August 16, 2003; *The News Leader*, on the following dates: Thursday, July 31, 2003, Thursday, August 7, 2003, and Thursday, August 14, 2003; and, *The Press News*, on the following dates: Thursday, July 31, 2003, Thursday, August 7, 2003, and Thursday, August 14, 2003.
3. An open house for prospective bidders to inspect the real property, all fixtures, improvements, and appurtenances thereof will take place one time on Monday, August 18, 2003, between the hours of 11:00 a.m. and 12:00 noon. No person shall enter onto the property for the purpose of an inspection without the express consent of the U.S. Marshals Service.
4. Interested parties may submit a single bid for prospective purchase of the real property, all fixtures, improvements, and appurtenances thereof at any time following the first publication date, or Wednesday, July 30, 2003. The closing date for receipt of all bids shall be the close of business, or 5:00 p.m., on Friday, August 22, 2003. Bids received after this hour and date will not be considered.
5. Bids may be delivered in person or via U.S. mail, courier, or other delivery system (e.g. Federal Express, UPS, etc.) to:

U.S. Marshals Service
Asset Forfeiture Unit
460 Joseph P. Kinneary U.S. Courthouse
85 Marconi Boulevard
Columbus, Ohio 43215
Attention: Deputy U.S. Marshal Jason R. Wojdylo
6. A \$2,500.00 deposit in certified funds made payable to the U.S. Marshals Service must be submitted with each bid. All deposits shall be returned/refunded to unsuccessful bidders at the conclusion of the sale process; however, the deposit of any accepted offer will be forfeited if the successful bidder fails to sign the Sales Contract and/or to close on the sale for any reason in a timely manner.

Terms and Conditions of Sale

Page 2 of 5

7. Bids must be submitted in writing (see attached sample of Bid Offer Letter). Bidders should include an address and telephone number where they may be reached to verify receipt of a bid offer and return of deposits, if applicable.
8. An unsolicited bid in the amount of twenty-five thousand dollars (\$25,000.00) has been received collectively for the real property, all fixtures, improvements, and appurtenances thereof. Offers above five percent (5%) of this amount, or one-thousand two-hundred fifty dollars (\$1,250.00), may be submitted during the bidding period. Bids received that are less than twenty-six thousand, two-hundred fifty dollars (\$26,250.00) will not be considered. Conditional bids will not be considered.
9. Following receipt of all bids, the number of bids received, the identity of bidders, and the amounts of other bids will not be announced and shall remain confidential. The initial unsolicited offeror will not be told the amount of the highest bid, but will be given the opportunity to submit a Best and Final Offer. No additional opportunities will be allowed for any other party to increase its offer.
10. The Best and Final Offer by the initial offeror must be received by the close of business, or 5:00 p.m., on Thursday, August 28, 2003. A Best and Final Offer received after this hour and date will not be considered. Conditional Best and Final Offers will not be considered.
11. Following receipt of the initial offeror's Best and Final Offer, the real property, all fixtures, improvements, and appurtenances thereof shall be sold to the highest bidder.
12. In the event of a tie, only the tied bidders shall have one final opportunity to place a Sudden Death Best and Final Offer. The real property, all fixtures, improvements, and appurtenances thereof shall then be offered to the bidder placing the highest dollar amount Sudden Death Best and Final Offer.
13. **In order to have the right to become the buyer, the bidder to whom the real property, all fixtures, improvements, and appurtenances thereof are offered must enter into a Sales Contract with the U.S. Marshals Service no later than the close of business, Friday, August 29, 2003, or twenty-four (24) hours following the award of purchasing rights, whichever is later. The buyer will be responsible for obtaining any financing that he/she will need to satisfy the Sales Contract, in advance.**
14. The buyer must complete the closing on the Sales Contract, at which title transfer to the real property, all fixtures, improvements, and appurtenances thereof will occur in exchange for

certified funds in the amount of the Sales Contract price, minus the \$2,500.00 deposit, within fifteen (15) business days following execution of the Sales Contract, but no later than Friday, September 15, 2003, or sooner, if possible. Extensions

Terms and Conditions of Sale

Page 3 of 5

of the closing beyond September 15, 2003, will be at the sole discretion of the U.S. Marshals Service. If the closing on the Sales Contract is not complete within this time period and no written extension has been granted by the U.S. Marshals Service, the sale shall be considered unsuccessful, the Sales Contract shall be terminated, and the deposit of the highest bidder shall be forfeited.

15. **Payment in full of the Sales Contract price (partial or installment payments will not be accepted) shall be in the form of a certified check made payable to the U.S. Marshals Service.**
16. **Failure of the highest bidder to sign the Sales Contract within twenty-four (24) hours following the award of purchasing rights to the highest bidder voids the award to the highest bidder and will result in forfeiture of the \$2,500.00 deposit and the U.S. Marshals Service offering to sell the real property, all fixtures, improvements, and appurtenances thereof to the next highest bidder.**
17. In the event the successful bidder fails in a timely manner to complete the Sales Contract and/or to complete the closing on the sale, the second highest bidder shall be awarded the rights to purchase the real property, all fixtures, improvements, and appurtenances thereof. Should the second highest bidder fail in a timely manner to complete the Sales Contract and/or to complete the closing on the sale, the deposit of the second highest bidder shall be forfeited and the third highest bidder will be awarded the rights to purchase the real property, all fixtures, improvements, and appurtenances thereof. Deposits shall be forfeited until a bidder completes the Sales Contract and the closing on the sale in a timely manner. Title transfer to the real property, all fixtures, improvements, and appurtenances thereof shall be accomplished as soon as practicable under these circumstances.
18. The U.S. Marshals Service reserves the right to accept or reject, or otherwise refuse, any and all bids for good cause, and **may, at its discretion, waive any minor informality or irregularity in bids received, or portions thereof.**
19. The U.S. Marshals Service reserves the right to cancel the unsolicited bid process at any time prior to entering into a Sales Contract and pursue another sales or marketing method (e.g. public or on-line auction, real estate brokerage referral, public grant, etc.) on the real property, all fixtures, improvements, and appurtenances thereof.
20. All deposits shall be returned in the event the U.S. Marshals Service rejects or refuses a bid, or

otherwise cancels the unsolicited bid process.

21. The buyer is responsible for payment of all fees associated with the closing and transfer of title to the real property, including, where applicable, loan origination fee, independent

Terms and Conditions of Sale

Page 4 of 5

- appraisal fee, credit report, lender's inspection fee, mortgage insurance application fee, settlement or closing fee, abstract or title search, title examination, title insurance binder, title insurance, document preparation, notary fee, attorney's fee, EPA endorsement, recording and filing fees, city, county, tax/stamps, state tax/stamps, survey, pest inspection, warranties, and any other fees associated with transfer of title. Pursuant to the terms and conditions outlined in the *Order of Forfeiture*, the U.S. Marshals Service shall be responsible for payments to: State of Ohio Department of Taxation; American Tax Funding, LLC; and, Stark County Treasurer, the latter for delinquent real property taxes.
22. Real property title to the buyer shall be transferred by means of a U.S. Marshal's Deed.
 23. The buyer shall be responsible for complying with all federal, state, and/or local zoning regulations, rules, and/or laws and shall not intend to use the property to violate any federal, state, or local law.
 24. Employees of the U.S. Department of Justice, and their immediate family members; vendors under contract with the U.S. Marshals Service, Northern District of Ohio, to provide services for real or personal property (e.g. - property management, appraisal services, title search and closing or auction services, lead-based paint inspection and risk assessment, etc.), and its employees and their immediate family members; and claimants in the judicial proceeding and their immediate family members, claimants' employees and their immediate family members, and any agent and nominee of them are prohibited from purchasing the real property, all fixtures, improvements, and appurtenances thereof and, therefore, placing bids. **No employee of the U.S. Department of Justice shall be entitled to any share or part of the Sales Contract, or to any benefit that may arise therefrom.**
 25. Based upon the date the structure located on the real property was built (approximately 1974), the United States Marshals Service gives notice the structure may contain lead-based paint. Pursuant to regulations issued by the Department of Housing and Urban Development (HUD), the U.S. Marshals Service gives notification and disclosure of this possibility. In the event a lead-based paint inspection and/or risk assessment reveals the presence of lead-based paint, the buyer shall assume full responsibility for all risks and hazards associated with lead-based paint. Abatement by the buyer is highly recommended.
 26. The U.S. Marshals Service offers the real property, all fixtures, improvements, and appurtenances thereof for sale "as is" and with no

representations or warranties whatsoever regarding its nature, value, source, authenticity, and/or any other aspect or characteristic of these assets. No statements anywhere, whether expressed or implied, shall be deemed a warranty or representation by the United States, and/or any of its agencies, agents, officers, employees, and/or assigns regarding these assets. Any and all buyers must agree to release and hold harmless the United States, its agencies, agents,

Terms and Conditions of Sale

Page 5 of 5

officers, employees, and assigns, in their official and individual capacities, regarding any and all claims, demands, rights, and causes of action, arising from, or by reason of, the Government's seizure, possession, management, use, sale, or transfer of these assets.

27. The information set forth in this Unsolicited Bid Package is believed to be correct, but any error or omission shall not constitute grounds or reason for non-performance of the Sales Contract, or claim by the buyer for allowance, refund, or deduction from the purchase price.
28. The U.S. Marshals Service is not responsible for lost, misdirected, or unsolicited bid offers not otherwise received for consideration. Please contact Deputy U.S. Marshal Jason R. Wojdylo during normal business hours at (614) 469-2929, extension 248, to confirm receipt of unsolicited bids and/or for additional information.
29. You are ineligible to bid if you:
 1. Have a criminal history with felony convictions;
 2. Are one of the following: Employees of the U.S. Department of Justice, and their immediate family members; vendors under contract with the U.S. Marshals Service, Northern District of Ohio, to provide services for real or personal property (e.g. - property management, appraisal services, title search and closing or auction services, lead-based paint inspection and risk assessment, etc.), and its employees and their immediate family members; and claimants in the judicial proceeding and their immediate family members, claimants' employees and their immediate family members, and any agent and nominee of them.
 3. Are a person acting in concert with, or on behalf of, any person described in either Paragraph 1 or 2 of this section.

SAMPLE OF BID OFFER LETTER

123 Main Street
Alliance, Ohio 44601
August 1, 2003

Jason R. Wojdylo
Criminal Investigator/Deputy U.S. Marshal
U.S. Marshals Service/Asset Forfeiture Unit
460 Joseph P. Kinneary U.S. Courthouse
85 Marconi Boulevard
Columbus, Ohio 43215

Dear Deputy Wojdylo:

I would like to place a bid in the amount of thirty thousand dollars (\$30,000.00) collectively for the real property identified as 78 South Webb Avenue, Alliance, Stark County, Ohio, all fixtures, improvements, and appurtenances thereof. A deposit in the amount of \$2,500.00 in certified funds is included with this offer.

I understand the U.S. Marshals Service has already received an unsolicited offer in the amount of \$25,000.00. I understand the offeror will be given an opportunity to submit a Best and Final Offer, but the real property, all fixtures, improvements, and appurtenances thereof will be sold thereafter to the person or entity placing the highest bid. I also understand my deposit of \$2,500.00 will be returned or refunded in the event I am unsuccessful in my bid. I fully understand my deposit will be forfeited in the event I am the successful high bidder and fail to sign the Sales Contract and/or to close on the sale. Other terms and conditions of sale have been explained to me and I fully understand each and every one.

I am not acting on behalf of, or in concert with, an employee of the U.S. Department of Justice and/or their immediate family members, a vendor under contract with the U.S. Marshals Service, their employees or immediate family members, the claimant's employees or immediate family members, or any agent or nominee of one of them to purchase the subject real property, all fixtures, improvements, and appurtenances thereof as offered for sale by an unsolicited bid process by the U.S. Marshals Service.

I may be reached at (330) 987-6543. My mailing address for written communications is 123 Main Street, Alliance, Ohio 44601.

Sincerely,

Ima Bidder

Enclosure – Certified Funds Representing \$2,500.00 Deposit